

CONTRACT WITH THE SUPERINTENDENT OF SCHOOLS 2010-2013

As Amended

This amended agreement is entered into this 8 day of January 2011 between the Board of Education of the Ankeny Community School District located in Polk County, Iowa (hereinafter called the "Board") and Dr. Matthew A. Wendt, of Ankeny, Iowa (hereinafter called the "Superintendent" or "he").

WITNESSETH

1. Subject to the provisions of this Agreement, the board hereby employs Superintendent as the Superintendent of Schools of the Ankeny Community School District.
 - a. It is a condition precedent to this Agreement, and a condition of the Agreement itself remaining valid, that Superintendent furnish and maintain throughout his employment a valid license issued by the State of Iowa to act as a "superintendent" in this State. If at any time Superintendent fails to have a valid, unrestricted license or certificate issued by the State of Iowa for such position, this Agreement shall be automatically terminated as of the date of the loss of such license or certificate,
 - b. This contract shall be invalid if, upon entering into this agreement, the Superintendent is under contract with another board of directors in Iowa for any of the same time period, until such contract is released or terminated.
 - c. Superintendent agrees to perform the duties of Superintendent and to serve as Executive Officer of the Board, as directed by the Board. Superintendent shall have such powers and duties as may be prescribed by the Board or by law.
 - d. Superintendent hereby agrees to devote his time, skill, labor, and attention to said employment during the term of his contract. However, the Superintendent, with the approval of the Board, may undertake consultative work, speaking engagements, writing, lecturing, or other professional duties and obligations. Without limitation of the foregoing general statements:
 - i. Superintendent shall have the duty to, to the best of his ability, secure capable and qualified candidates for various available positions within the School District and shall either recommend such persons for employment by the Board or, to the extent authorized by Board policy, may contract for support personnel on behalf of the Board. He shall also have the duty, as prescribed by law, to recommend appropriate staffing, including the termination of employment of individuals employed under Iowa Code Chapter 279.
 - ii. Superintendent shall submit an annual report each year which shall include pertinent factors, including facts on the school term just ended, as well also the financial budget and recommendations for the next year.

- e. The parties understand and agree that Superintendent, as Executive Officer of the Board, shall be in charge of School District affairs; the Board (including individual members of the Board) will generally refer to Superintendent for study and recommendation matters that have initially come before the Board. However, the Board is not, by this provision or otherwise, prevented from taking immediate action on matters that have come before the Board without a recommendation from Superintendent if the Board determines such a course of action to be appropriate or desirable.

2. The term of this Agreement shall be for a three-year period, commencing July 1, 2010, and ending June 30, 2013.

- a. This agreement contemplates that there will be 260 days of service in each Agreement Year (i.e., July 1 to June 30) of this Agreement. As used in this Agreement, a "day of service" includes vacation days, holidays, sick days, and other leave days as provided for administrators pursuant to board policy or guidelines. Pay for a day of service shall be 1/260th of the annualized salary. Pay for a week of service shall be five times the pay for a day of service.
- b. Superintendent, with the prior approval of the Board, shall be allowed time for attending summer school at a recognized college or university in excess of any allowable vacation without loss of salary.
- c. The Board recognizes that Superintendent may be called upon to serve on boards and committees because of his position as superintendent. The parties acknowledge that a superintendent represents, or at a minimum may be perceived by others to represent, the interests of the Board in such positions of service. Without creating any rights in or obligations to any third persons, for internal purposes only (including evaluating performance) Superintendent shall be considered to be acting in the course of his employment when serving on such boards and committees where his service has been approved by the Board. Superintendent shall inform the Board of each such service request and the Board may, in its sole discretion, disapprove any such service as school-related by passing a resolution within 45 days of the notice of such service request being provided to the Board. To avoid any possible confusion in the minds of any third person, where Superintendent is serving in his personal, individual capacity, he shall direct the board or committee upon which he is serving that he not be identified by his position of employment.

3. In consideration of the services of Superintendent under this Agreement, he shall be provided the following:

- a. An annualized salary of One Hundred Seventy Thousand Five Hundred Forty Four Dollars (\$170,544.00) for the first year of this contract and an annualized salary of not less than One Hundred Seventy Thousand Five Hundred Forty Four Dollars (\$170,544.00) for the second and third years of this contract. The annualized salary called for by this paragraph shall be paid in twelve substantially equal installments on the 20th day of each calendar month of each year of this agreement, with the first payment to be made on the 20th day of July, 2009.

- b. In addition to the salary, on or about July 1 of each Agreement Year, the Board shall purchase from an entity selected by it at its sole discretion, an annuity (or contribute to an existing annuity) in the amount of 12% of the salary set in paragraph 3a per Agreement Year of this Agreement;
- c. As of July 1, 2009 Superintendent shall vest 100% in all annuity contributions made on behalf of Superintendent under the terms of any prior contract with the Board regardless of any vesting schedule contained in those contracts.
- d. Superintendent shall have the right to designate, from time to time and subject to any and all laws which may apply, a beneficiary or beneficiaries of Superintendent's annuity or annuities called for by this provision. It is the intent of the parties that this arrangement qualify as tax sheltered annuities under the Internal Revenue Code; if there is some problem, the parties will negotiate in good faith to assure that this qualification is met while maintaining the amount of annual outlay.
- e. Term life insurance (with double indemnity) in the same coverage amount as is provided to other administrators employed by the District.
- f. Disability insurance at 66 2/3% of monthly covered compensation.
- g. Family health insurance with contributions toward premium of 75% of the cost of District family health insurance of the Superintendent's choice, and contribution toward dental insurance as provided for administrators pursuant to Board Policy or guidelines. A flexible spending account will be made available to Superintendent as provided for administrators pursuant to Board Policy or guidelines, subject to Section 125 of the Internal Revenue Code as well as the income tax provisions of the State of Iowa. Superintendent may elect to set up a flexible spending account to use for health insurance and dental insurance premiums, permitted medical expenses, and child care.
- h.
 - 1. Such holidays, sick leave, and other leave days as are provided for District administrators immediately below the rank of superintendent as such leave is provided under Board policy or guidelines as they may from time-to-time be constituted.
 - 2. Twenty-five days of vacation per Agreement Year. The Superintendent may elect to receive payment in lieu of time off for up to ten days of vacation each contract year. The Superintendent shall notify the Chief Financial Officer of the Ankeny Community School District in writing annually of his election to receive such payment.
 - 3. The Superintendent shall be permitted to accumulate and carry forward vacation days as permitted for administrators immediately below the rank of Superintendent, except that the maximum amount of vacation permitted to be carried forward shall be increased by five days per contract year up to a maximum of thirty days. Days which are not used or converted to payment as permitted in paragraph and which exceed the maximum permitted accumulation shall be forfeited if not used within fifteen months of the year in which it was earned.
- i. Six Hundred Fifty Dollars (\$650.00) per calendar month for each calendar month

during which Superintendent is actively employed under this Agreement to reimburse Superintendent for local transportation expenses (i.e., all those incurred for travel within Polk County, Iowa) carrying out official school district business. Superintendent will be reimbursed monthly for other non-local transportation, and other expenses incurred in compliance with Board policy or guidelines, in carrying out official school business. The Superintendent shall file supporting documentation acceptable under the District's general policies and guidelines with the District.

- j. Superintendent may attend appropriate professional meetings at the local, state, and national levels, and, subject to the adopted line item budget, shall be reimbursed for actual expenses incurred in compliance with Board policy or guidelines in carrying out his professional activities when an authorized statement is submitted and approved by the Board.
- k. At his election, Superintendent will be reimbursed for the annual dues to two (2) professional organizations designated by Superintendent, or such amounts will be paid directly to professional organization.
- l. Each year of employment, commencing with the first, the Superintendent shall be reimbursed for up to \$500.00 of the cost for an "executive fitness" physical examination.

4. The parties acknowledge that this Agreement is subject to the provisions of Iowa Code Section 279.24, including subsection 279.24(1) with regard to automatic continuation unless, except and until the Agreement is modified or terminated by mutual agreement of the board of directors and the Superintendent, or until it is terminated as provided by Section 279.24 or Section 279.25, Code of Iowa.

- a. The Board shall provide the Superintendent with periodic opportunities to discuss Superintendent/Board relationships and to discuss the Superintendent's personnel records and performance at reasonable times set by the Superintendent or the Board President.
- b. If the Superintendent is discharged for just cause relating to the personal fault of the Superintendent during its term as provided in Section 279.25, Code of Iowa 2005, or this contract is mutually terminated at the request of the Superintendent before the end of its term, final settlement shall be made so the total amount which the Superintendent has received will equal the product of the number of days of service performed multiplied by the amount considered as pay for one day of service. Non-salary benefits such as Insurance coverage payments shall be similarly prorated.
- c. Notwithstanding the provisions of Section 279.25, the parties further agree that the Superintendent may be discharged during the term of this agreement for reasons other than just cause, and absent any written agreement between the parties to the contrary the Superintendent shall be paid at the time of such discharge:
 - i. for the remaining term of the agreement all salary and benefits provided under the remaining term of the agreement; and,
 - ii. if said termination occurs before October 1, 2013, a severance amount equal to two times the amount paid to the Superintendent pursuant to paragraph 3,

subparagraphs a, b, and h during the immediately prior 12 month period. The severance payment described in this subparagraph shall be paid to the Superintendent not later than 30 days following the termination of the contract.

- d. This contract may be terminated at the end of its term pursuant to the provisions of Section 279.24, Code of Iowa, 2011 without payment of any severance amounts described in paragraph 4.c.
- e. The term of this agreement shall be extended by one additional year unless, prior to June 30 of any contract year, the Board of Directors passes a motion of Non-extension of Superintendent's Contract, which motion need only state that the Superintendent's contract term is not extended under this provision. Only one such motion shall be required for the automatic extension provided in this paragraph to cease to be in effect. The motion of Non-extension shall only operate to eliminate the automatic extension provision and shall not relieve the Board of meeting the requirements of 279.24 of the Code upon the conclusion of the contract's term.

5. Unless terminated under the provisions of Paragraph 4 prior to July 1, 2011, on said date the term of this contract shall be extended to June 30, 2014.

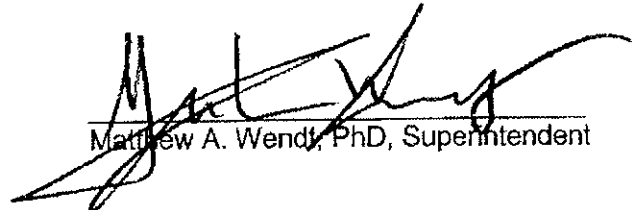
This amended contract shall be without force and effect unless it is in the hands of the Board Secretary of the Ankeny Community School District bearing the signature of the Superintendent and the President of the Ankeny Board of Directors on or before the 1st day of July, 2011.

Dated this 8 day of January, 2011.

ANKENY COMMUNITY SCHOOL DISTRICT

MATTHEW A. WENDT, PHD

By: 
Leslie Petersen, Board President


Matthew A. Wendt, PhD, Superintendent

AMENDMENT TO SUPERINTENDENT'S 2010-2013 CONTRACT AS AMENDED

The Ankeny Community School District Board of Directors and Dr. Matthew Wendt agree to modify the Contract with Superintendent of Schools 2010-2013 As Amended by deleting paragraph 3 a of that contract and substituting the following for it:

- 3a. An annualized salary of One Hundred Seventy-Six Thousand Five Hundred Thirteen Dollars (\$176,513.00) for the 2011-2012 fiscal year of this contract and an annualized salary of not less than One Hundred Seventy-Six Thousand Five Hundred Thirteen Dollars (\$176,513.00) for the additional years of this contract. The annualized salary called for by this paragraph shall be paid in twelve substantially equal installments on the 20th day of each calendar month of each year of this agreement, with the first payment to be made on the 20th day of July, 2011.

This amendment to the Superintendent's contract shall be without force and effect unless it is in the hands of the Board Secretary of the Ankeny Community School District bearing the signature of the Superintendent and the President of the Ankeny Board of Directors on or before the 15th day of July, 2011.

Dated this 20th day of June, 2011.

ANKENY COMMUNITY SCHOOL DISTRICT

MATTHEW A. WENDT, PHD

By (X)



Leslie Petersen, Board President



Matthew A. Wendt, PhD, Superintendent

To: Board of Directors, Ankeny Community School District.

From: Dr. Matthew Wendt, Superintendent

Date: May 30, 2012

Re: New Contract and Resignation

First, I wish to extend my personal gratitude to the Board for offering me a new three-year contract, including a 3.25% salary increase. I appreciate this offer as recognition of my leadership efforts over the last year. Furthermore, I recognize the severance language added last year is not needed, and I gladly agree to remove it from my contract.

Please accept this communication as my acceptance of the amendments to my contract.

Over the past five years, I have enjoyed the unique experience of working with 14 elected school Board members, including our current board. Together, we have accomplished historic changes which will allow Ankeny to successfully serve our current and future students. The Board members, usually unanimously, have approved significant improvements in policy, procedures, facilities, curriculum, and programs conducive to enhanced student academic achievement. I believe that these shared accomplishments set the district on a course for success in the future.

I also believe it is time for me to tackle some new challenges in my professional life. The timing for such a transition appears right. Therefore, I have chosen to elect the board's offered Transition Allowance contained in paragraph 4c of the new contract with the superintendent.

With appreciation to the board for this opportunity, I hereby tender my resignation effective June 30, 2012. I have nothing but high esteem and best wishes for the Ankeny School District, and I look forward to assisting the transition to your new leadership between today and the end of my service.



Dr. Matthew A. Wendt, Superintendent

**AMENDMENT TO THE CONTRACT WITH THE SUPERINTENDENT OF SCHOOLS
2010-2013 AS AMENDED**

This Amendment to the Contract with the Superintendent of Schools amends the contract entitled "Contract with the Superintendent of Schools 2010-2013 As Amended" which was further amended on or about June 20, 2011 to extend to June 30, 2014. The contract is between Matthew A. Wendt, Superintendent, and the Board of Directors of the Ankeny Community School District (collectively "the parties").

PREAMBLE

WHEREAS, the current contract for the superintendent of schools covers the time period from July 1, 2011 to June 30, 2014, and

WHEREAS, the parties wish to amend the terms of the contract to return to the practice of providing the Superintendent a rolling three year employment term, and

WHEREAS, the contract for the Superintendent provides a salary in the amount of \$176,513.00 and certain other fringe benefits and conditions of employment which salary the Board of Directors intends to increase by 3.25%, and

WHEREAS, the current contract for the Superintendent of Schools includes a "severance clause" which would require the payment of approximately four (4) years of salary in the event the contract is terminated under certain conditions, and

WHEREAS, the Board of Directors, in consideration of the removal or the severance clause wish to provide the Superintendent with an option to elect a Transition Allowance as further set out below,

NOW, THEREFORE, the parties agree as follows:

AGREEMENT

1. The terms of the Preamble are incorporated in this amendment.
2. The first sentence of Paragraph 2 of the amended contract is amended to read:

The term of this Agreement shall be for a three year period, commencing July 1, 2012 and ending June 30, 2015.

3. Paragraph 5 of the amended contract is amended to read as follows:

5. Unless terminated under the provisions of Paragraph 4 prior to June 30, 2013, on said date, the term of this contract shall be extended to June 30, 2016.

4. Paragraph 3a of the amended contract is amended to read as follows:

3.a An annualized salary of One Hundred Eighty-two Thousand Two Hundred Fifty Dollars (\$182,250.00) for the 2012-2013 fiscal year of this contract and an annualized salary of not less than One Hundred Eighty-two Thousand Two Hundred Fifty Dollars (\$182,250.00) for the additional years of this contract. The annualized salary called for by this paragraph shall be paid in twelve substantially equal installments on the 20th day of each calendar month of each year of this agreement, with the first payment to be made on the 20th day of July, 2012.

5. Paragraph 4c of the amended contract (the "severance clause") is hereby deleted in its entirety and the following is substituted for it:

4.c Transition Allowance. If the Superintendent elects to resign effective on or before July 6, 2012, the Superintendent shall be entitled to a separation allowance in the amount of \$176,513, less applicable withholding, payable in monthly installments beginning July 20, 2012, and ending June 20, 2013. Notwithstanding any provisions to the contrary in this agreement, if the Superintendent elects to resign as described in this paragraph, the Superintendent shall not be entitled to any other salary for July 2012 or thereafter and shall not be entitled to any annuity payment, insurance coverage, car allowance, vacation, holiday or leave accrual (other than any unpaid and accrued vacation days) beyond June 30, 2012. This provision shall not affect the Superintendent's rights, if any, to continue insurance coverages beyond June 30, 2012 at his own expense.

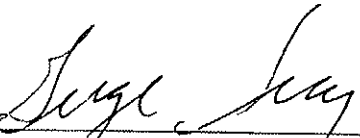
Except as stated in this amendment, the terms and conditions of the Contract with the Superintendent of School 2010-2013 as amended, including the amendment of June 20, 2011, shall remain in force and effect.

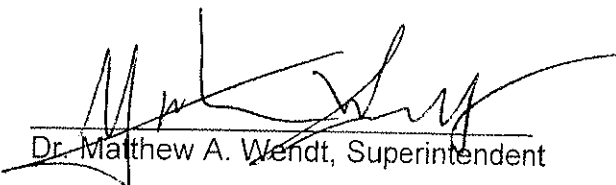
This contract shall be without force and effect unless it is in the hands of the Secretary of the Ankeny Community School District bearing the signature of the Superintendent of Schools and the President of the Ankeny Board of Directors on or before the 20th day of June, 2012.

Dated May 30, 2012.

ANKENY COMMUNITY SCHOOL DISTRICT MATTHEW A. WENDT, PHD

By


George Tracy, Board President


Dr. Matthew A. Wendt, Superintendent